

AGREEMENT TO MODIFY AND ASSIGN INTERCONNECTION AGREEMENT

This agreement to modify and assign an Interconnection Agreement is made by and among Verizon North Inc. ("VERIZON"), Citizens Communications and @link Networks Inc. This agreement is made in reference to the following facts:

A. Verizon North Inc., f/k/a GTE North Incorporated, and Citizens Utilities Company ("the parties") are parties to an Asset Purchase Agreement dated December 16, 1999, pursuant to which Citizens Utilities Company ("PURCHASER") has agreed to purchase certain assets and facilities of VERIZON comprising 110 telephone exchanges and 106,850 access lines in the State of Illinois (the "purchased exchanges"), which are set forth in Attachment A to this Modify and Assign Agreement.

PURCHASER and VERIZON have filed a joint application with the Illinois Commerce Commission ("Commission") seeking approval of the sale and transfer of the purchased exchanges from VERIZON to PURCHASER, and PURCHASER has been issued a Certificate of Service Authority on Docket #00-0187, approved August 9, 2000.

B. Verizon North Inc., f/k/a GTE North Incorporated, and @link Networks Inc. have entered into an Interconnection Agreement ("Interconnection Agreement") and this Agreement has either (i) already been approved by the Commission, or (ii) VERIZON expects this Agreement to be approved by the Commission before the transfer of the purchased exchanges to PURCHASER.

C. @link Networks Inc. is either (i) a competitive local exchange carrier ("CLEC"), OR (ii) is a wireless telecommunications company, doing business in any or all of the purchased exchanges and is a wholesale customer of VERIZON's under the Interconnection Agreement. @link Networks Inc. has invested considerable time and expense in the negotiation of the Interconnection Agreement with VERIZON, and desires to continue, to the extent possible, to conduct business in the purchased exchanges under the terms of the Interconnection Agreement if and when PURCHASER takes over operations in the purchased exchanges.

D. VERIZON and PURCHASER desire to (i) minimize any impact upon @link Networks Inc. (and other wholesale customers) from the transfer of the purchased exchanges to PURCHASER and (ii) avoid, to the extent possible, any disruption in service to @link Networks Inc. or its customers.

E. The parties have determined that modification and assignment of the Interconnection Agreement by VERIZON to PURCHASER would be desirable under the circumstances. The parties recognize that there are certain of VERIZON's obligations under the Interconnection Agreement that PURCHASER will not be able to perform because PURCHASER (i) did not acquire all of the assets and facilities that VERIZON uses to fulfill its obligations under that Agreement, and (ii) is a smaller entity than VERIZON and will not be conducting business in all respects like VERIZON.

NOW, THEREFORE, VERIZON, PURCHASER AND @LINK NETWORKS INC., AGREE AS FOLLOWS:

1. Subject to the modifications set forth in Section 3, below, VERIZON agrees to assign to PURCHASER all of VERIZON's rights, obligations, liabilities, duties and interests under the Interconnection Agreement effective upon the closing date as defined in the Asset Purchase Agreement (the "Agreement Date").
2. Except as set forth in paragraph 3 below, PURCHASER accepts and @link Networks Inc. consents to the assignment described in paragraph 1, above.
3. VERIZON, PURCHASER and @link Networks Inc. each acknowledges and agrees that certain of PURCHASER's obligations and duties under the assigned Interconnection Agreement are specifically modified as follows:

a. PURCHASER will not be obligated to provide @link Networks Inc. with electronic gateway access to PURCHASER's operation support systems, nor any electronic interface for performing pre-ordering, ordering, provisioning, billing, repair or any other operation support system function at closing. PURCHASER will provide an electronic interface for pre-ordering, ordering, provisioning and repair in the fourth quarter of 2000 (4Q2000). PURCHASER will provide @link Networks Inc. with electronic gateway access to PURCHASER's operation support systems in the third quarter of 2001 (3Q2001).

b. PURCHASER will not be obligated to provide @link Networks Inc. with operator services or directory assistance on a wholesale basis, although PURCHASER will provide the same operator services and directory assistance to resold customers of @link Networks Inc. as PURCHASER provides to its own retail customers. PURCHASER will not provide branding, nor will PURCHASER negotiate branding with a third party on behalf of CLEC. In addition, PURCHASER will not have a DA Listing Database and will not provide DA Listing information via magnetic tape or National Data Mover (NDM) to CLEC.

c. PURCHASER will not be obligated to provide @link Networks Inc. with SS7 Services on a wholesale basis, although PURCHASER will provide the same SS7 Services to resold customers of @link Networks Inc. that PURCHASER provides to its own retail customers.

d. PURCHASER will not be obligated to provide @link Networks Inc. with Advanced Intelligent Network (AIN) Services on a wholesale basis, although PURCHASER will implement the necessary triggers to ensure uninterrupted Local Number Portability (LNP) to @link Networks Inc. in purchased exchanges where a bona fide request for LNP has been provided.

e. PURCHASER will not be obligated to provide @link Networks Inc. with the business processes and procedures that are specified in the "VERIZON Guide" as referenced in the Interconnection Agreement. Instead, by the Assignment Date, PURCHASER will have developed its own business processes and procedures. All references in the Interconnection Agreement to the "VERIZON Guide" will be deemed deleted and replaced by "Citizens Local Interconnection Guide", which is consistent with the guidelines developed by the Ordering and Billing Forum (OBF).

f. PURCHASER will not be obligated to use the specific VERIZON operation support systems referenced in the Interconnection Agreement. Instead, after the Assignment Date, PURCHASER will use its own operation support systems, which PURCHASER expects will be functionally equivalent to the operations support systems used by VERIZON. Thus, at the Assignment Date, all references in the Interconnection Agreement to specific VERIZON operation support systems will be deleted and replaced by the equivalent PURCHASER operation support systems.

4. Until the Assignment Date, (i) the Interconnection Agreement remains in full force and effect between VERIZON and CLEC; (ii) PURCHASER shall not have any obligation or liabilities whatsoever to VERIZON or @link Networks Inc. under the Interconnection Agreement; and (iii) VERIZON and @link Networks Inc. remain liable to each other for any act (or failure to act) occurring before the Assignment Date that constitutes a breach of the Interconnection Agreement, even if any injury or damage for such breach does not occur or is not discovered until after the Assignment Date. @link Networks Inc. releases VERIZON from the Assignment Date forward of any and all of its rights, duties, obligations, liabilities and interests under the Interconnection Agreement, except that @link Networks Inc. does not release VERIZON from liability for any act (or failure to act) occurring before the Assignment Date that constitutes a breach of the Interconnection Agreement.

Citizens Communications

Signature: [Signature]

Name (Printed): Wayne Kafferty

Title: V.P. Regulatory & Government Affairs

Date: 9/29/00

@link Networks Inc.

Signature: [Signature]

Name (Printed): Tim O'Neill

Title: Chief Network Officer

Date: 9/13/00

Verizon North Inc.

Signature: [Signature]

Name (Printed): Steven J. Pitterle

Title: Director-Negotiations

Wholesale Markets

Date: September 18, 2000

Attachment A
Purchased Exchanges in the State of Illinois

Abingdon
Addieville
Albany
Aledo
Alexis
Alpha
Altamont
Andover
Ashley
Bartelso
Basco
Batchtown
Bath
Beecher City
Benld
Biggsville
Bowen
Brownstown
Brussels
Bunker Hill
Carlinville
Carthage
Chadwick
Chesterfield
Coffeen
Coleta
Cordova
Dallas City
Donnellson
Dow
Dubois
E Dubuque
Edgewood
Eliza
Elvaston
Erie
Fairplay

Farina
Ferris
Fieldon
Fillmore
Fulton
Gillespie
Greenview
Gulfport
Hamburg
Hamilton
Hampton
Hardin
Hettick
Hillsdale
Hoffman
Hooppole
Hoyleton
Ina
Irvington
Jerseyville
Joy
Kampsville
Keithsburg
Keyesport
Kilbourne
Kirkwood
Lanark
Little York
London Mills
Lyndon
Mason City
Matherville
Medora
Milledgeville
Monmouth
Morrison
Mt Olive

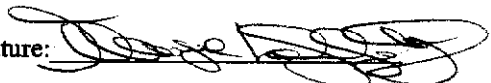
Mulberry Grove
N Henderson
Nauvoo
New Boston
New Douglas
New Minden
Niota
Oquawka
Patoka
Pittsburg
Polo
Port Byron
Preemption
Prophetstwn
Ramsey
Rio
Roseville
Sandoval
Seaton
Shannon
Shattuc
Sherrard
Shumway
Sorento
St Elmo
St Peter
Stronghurst
Sutter
Tamaroa
Tampico
Teutopolis
Thomas
Waltohville
Warsaw
Watson
Woodlawn

ORIGINAL


The Modify and Assign Agreement between Citizens Telecommunications Company of Illinois @Link Networks, Inc. is amended as shown below:

1. The correct corporate entity for PURCHASER is Citizens Telecommunications Company of Illinois.
2. The Modify and Assign agreement only applies to the exchanges acquired by PURCHASER from Verizon in the state of Illinois.
3. Paragraph 3.a. is amended to read as follows:
 - a. PURCHASER will not be obligated to provide @Link Networks, Inc. with electronic gateway access to PURCHASER's operation support systems, nor any electronic interface for performing pre-ordering, ordering, provisioning, billing, repair or any other operation support system function at closing. PURCHASER will provide the ability for @Link Networks, Inc. to directly place orders to PURCHASER's systems such that orders "flow through" and re-keying by PURCHASER is not required twelve months after closing. As part of this initiative PURCHASER will provide the "front end" system that will allow @Link Networks, Inc. to place Local Service Requests (LSRs) to PURCHASER over the internet 90 days after closing.

Citizens Telecommunications Company
of Illinois

Signature: 
Name (Printed): E. WAYNE LAFFERTY
Title: VP - REGULATORY & GOV'T AFFAIRS
Date: 1/25/01

@Link Networks, Inc.

Signature: 
Name (Printed): CAROL A OTTO
Title: Chief Network Officer
Date: January 05, 2001